

**FIRST AMENDMENT TO**  
**SERVICES AGREEMENT FOR DEMAND RESPONSE TRANSIT SERVICES**

This First Amendment to Services Agreement For Demand Response Transit Services (“First Amendment”) is made and entered into this 7<sup>th</sup> day of August, 2012, by and between the City of Maricopa, Arizona, an Arizona municipal corporation (“City”) and Total Transit, Inc., an Arizona corporation (“Company”).

**RECITALS**

A. On December 20, 2011, the City and Company entered into that certain Services Agreement for Demand Response Transit Services (“Agreement”). The Term of the Agreement commenced on January 2, 2012 and terminates on September 30, 2012.

B. The City desires to extend the term of the Agreement for a period of one (1) year and Company agrees to provide bus transit services for an additional period of one (1) year, upon the terms and conditions set forth in the Agreement as amended by this First Amendment.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties specifically agree to amend the Agreement approved on December 20, 2011 as follows:

1. Article 2, Compensation, shall be amended to reflect that in accordance with the terms and conditions of the Agreement and this First Amendment, City shall pay Consultant an additional amount of Eighty One Thousand Sixteen and 00/100 Dollars (\$81,016.00) for continued demand response transit services. In no event shall the total compensation under this First Amendment exceed Eighty One Thousand Sixteen and 00/100 Dollars (\$81,016.00).

2. Article 3, Payment, shall be amended to reflect that in accordance with the terms and conditions of the Agreement and this First Amendment, City will make monthly payments to Company based on the number of service days in each month. In no event shall the aggregate of the monthly payments paid under this First Amendment exceed Eighty One Thousand Sixteen and 00/100 Dollars (\$81,016.00).

3. Article 4, Term, shall be amended to reflect that in accordance with the terms and conditions of the Agreement and this First Amendment, the term of the Agreement is extended for a period of one (1) year commencing October 1, 2012 and ending September 30, 2013 (“Extended Term”).

4. All other terms and conditions of the original Agreement are to continue in full force and effect as stated and agreed to in the Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the day and year first written above.

CITY OF MARICOPA,  
a municipal corporation

Total Transit, Inc.,  
an Arizona corporation

\_\_\_\_\_  
Mayor

By:\_\_\_\_\_

Title:\_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney